

DEC -8 1966

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FTC #19872

DECLARATION OF RESTRICTIONS
SUBDIVISION No. 3632

WHEREAS, the undersigned are the owners of all of that certain real property situated in the City of Walnut Creek, County of Contra Costa, State of California, described as follows:

The tract of land designated on the map of Subdivision 3632, which map was filed in the office of the Recorder of the County of Contra Costa, on October 6, 1966 in Volume 113 of Maps, at page 9; and

WHEREAS, it is the desire of said undersigned owners to impose desirable restrictions, conditions and charges upon the use of said real property,

NOW, THEREFORE, said undersigned owners do hereby declare that the real property hereinbefore described and each lot and parcel thereof is and shall be held and conveyed subject to the conditions, restrictions, and covenants hereinafter contained, as follows:

1. LAND USE AND BUILDING TYPE. All lots shall be used for single family residential purposes, except parcels shown on said map which are or hereafter become part of a public street.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 15 hereof.

3. DWELLING COST, QUALITY AND SIZE. No residential dwelling shall be permitted on any residential lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,250 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line.

(b) No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Recorded at request of FINANCIAL TITLE COMPANY
at 2:00 min. past 2 P.M. DEC -8 1966
Fee \$44.00 Contra Costa County Records
C.E. T. Pasach, County Recorder

5. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

6. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water, through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. **NUISANCES.** No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

11. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon or in any lot.

12. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

13. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. MEMBERSHIP. The Architectural Control Committee is composed of: John C. Mackay, Ralph J. Calcaterra and L. E. Newman, 830 Menlo Avenue, Menlo Park, California. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. At any time, the then-record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties, provided, however, that the consent in writing of the undersigned Palo Alto Development Corporation shall be required for any such action so long as Palo Alto Development Corporation, or its nominee, is the record owner of 10% or more of said lots.

15. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. TERM AND AMENDMENT. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however, that the provisions of this Declaration of Restrictions may be amended by an instrument in writing signed and acknowledged by the holders of record title to at least ninety percent (90%) of the lots which are, immediately prior to recordation of such instrument, subject to these restrictions, which amendment shall be effective upon recordation in the Office of the Recorder of the County of Contra Costa, or by an instrument in writing signed and acknowledged by the undersigned Palo Alto Development Corporation and by the holders of record title to at least a majority of the lots which are, immediately prior to recordation of such instrument, subject to these restrictions, which amendment shall be effective upon recordation in the Office of the Recorder of the County of Contra Costa.

17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

18. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED THIS 8th DAY OF December, 1966.

FALO ALTO DEVELOPMENT CORPORATION,
a corporation

By [Signature]

By [Signature]